

# Invitation To Bid



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED: February 3, 2006**

**ITB Title: Truck Tractors, Long Haul, 56,000# GVWR**

**ITB Number: IT13026-AAB**

**Due Date: March 2, 2006- 2:00 P.M.**

**Buyer:** Amon Billups, [amon.billups@metrokc.gov](mailto:amon.billups@metrokc.gov), 206-263-4270

## Term Purchase Requirement

Furnishing new, current model **Long Haul Truck Tractors**, for a period of one (1) year from the date of contract award, in accordance with the following and attached Invitation to Bid (ITB), instructions, requirements and specifications.

**Total Bid Price (including trade-ins): \$ \_\_\_\_\_**

### Pre-Bid Conference:

Wednesday, February 22, 2006, 9:30 AM  
King County Procurement Services Sect.  
821- 2<sup>nd</sup> Ave, 8<sup>th</sup> Fl, Conference Rm. "A"  
Seattle, WA 98104

Sealed Bids are hereby solicited and will **Only** be received by:

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Postal Code \_\_\_\_\_

Authorized Representative / Title \_\_\_\_\_

Signature \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Company Contact / Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Delivery guaranteed: ☐ Yes ☐ No

Days after order: \_\_\_\_\_

Prompt Payment Discount Terms:

\_\_\_\_\_%-\_\_\_\_Days, Net \_\_\_\_\_

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and one (1) copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

## 1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

## 1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>, please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

## 1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Unless otherwise specified in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

## 1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

## 1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy.

The Contractor shall submit copies of applicable warranties upon request by the County.

## 1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

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<sup>1</sup> The King County's web site is located at: <http://www.metrokc.gov/procurement/resources/forms.aspx>

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

**1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

**1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

**1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

**1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "Ship To" address on the purchase order unless otherwise notified. **Do not bill to or forward invoices to the procurement services section.**

**1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

**1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.

- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

## SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

### 2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### 2-2 QUALIFICATIONS

To be eligible for award, offerors shall be a bona fide franchised dealer or manufacturer of the truck tractors offered.

### 2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has provided the same model vehicles as those offered, preferably in Washington State, which has been in successful operation for a period not less than one (2) years. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____



**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms on Page 1 of this ITB.

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

## **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at 206-684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:  
<http://www.metrokc.gov/procurement/resources/forms.aspx>.

### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

### **3-3 DOMESTIC PARTNER BENEFITS (Non-Discrimination in Benefits)**

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful offeror/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. The DPB Ordinance and Declaration Form are available online at  
[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at 206-296-5268.

### **3-5 DESCRIPTIVE DATA AND SPECIFICATIONS**

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

**3-6 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

**3-7 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-8 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

**3-9 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**3-10 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
- The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-11 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 CONTRACT VALUE**

The estimated annual contract value is approximately \$1,500,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4-2 CONTRACT DURATION/ EXTENSION**

The contract period may be extended in one-year increments for two (2) additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

### **4-3 PRICE REVISIONS**

The prices shall remain firm for at least one (1) year after the bid award or throughout the current model year production period.

All price reductions at the manufacturer's or dealer's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation such as a copy of their supplier's price change notice or documentation from the Producer Price Index (PPI). Requests for any such change shall be made in writing to the Procurement Services Section office. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days notice prior to the effective date of the price increase. King County will evaluate this information to determine if the pricing is considered fair and reasonable to the satisfaction of King County. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, a contract change order will be issued to reflect the approved increase and its effective date. Failure to provide the requested documentation to support a price change request shall not impact the ordering or delivery of any item or service associated with the contract.

King County will not be bound by prices contained in an invoice that are higher than those authorized by King County in the form of a change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **4-4 DELIVERY**

Delivery is required as soon as possible and not later than one hundred eighty (180) days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County Solid Waste Division  
16645 – 228<sup>th</sup> Ave SE, Cedar Hills Landfill  
Maple Valley, WA 98038  
Attn: Frank VanDerLinden  
Delivery Hours/Days: 7:30 AM – 3:30 PM, Monday - Friday

Unless special arrangements are made, vehicles shall be delivered only during the hours stated above. Deliveries shall be coordinated with the purchaser at least 24 hours in advance and scheduled for a mutual agreeable time. Vehicles delivered without prior notice may be rejected, requiring a second delivery at the Contractor's expense. Vehicles shall not be left unattended at destination or delivered during non-business hours/days unless expressly approved in advance by the costumer.

All vehicle(s) shall be tested and approved prior to delivery, and all records of same shall be submitted at time of delivery.

Vehicles shall have no more than 250 miles upon delivery.

If a drive out allowance is offered, it shall be shown as a separate deduct amount in the bid response, complete with details explaining the drive out procedure.

#### **4-5 TITLE AND LICENSING**

King County will be responsible for the licensing of its vehicles. The Contractor shall ensure that each vehicle is delivered with a completed title application and all other documents necessary for the licensing of the vehicle.

#### **4-6 ACCEPTANCE**

A letter will be generated within seven days following delivery of each Truck Tractor, stating acceptance/non-acceptance of the vehicle(s) by the King County Solid Waste Division.

After correction of the noted deficiencies, the County shall be notified, in writing, of the date of correction and the deficiencies corrected. The acceptance procedure will start over.

No part or parts defective in construction or deficient in any of the requirements of these specifications will be considered as being accepted in consequence of the failure of any employee of King County to point out said defects prior to acceptance of the equipment by King County.

#### **4-7 PAYMENT**

Payment will be made within thirty days of acceptance, upon receipt of invoice unless prompt payment discounts apply.

#### **4-8 FEDERAL GRANT REQUIREMENTS**

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by a County Entity utilizing federal grant funds, the Contractor will be required to sign and comply with the Federal Granting Authority's requirements and documentation.

## **SECTION 5 - TECHNICAL SPECIFICATIONS**

### **5-1 GENERAL REQUIREMENTS**

#### **A. GENERAL DESCRIPTION**

These specifications cover new vehicles of current manufacture, which shall meet or exceed the following requirements. The vehicles, as delivered, shall be designed and built in compliance with all applicable local, Washington State, and Federal regulations.

#### **B. COMPLIANCE WITH SPECIFICATIONS**

To be eligible for award, offerors shall indicate whether the vehicle they are offering meets, exceeds or deviates from the specifications in the space adjacent to each item. Offerors shall insert a detailed description of the vehicle offered in the space provided for each item in the vehicle specifications if it varies in any way. Attach additional sheets if more space is needed.

#### **C. ALTERNATIVES**

Substitutions will not be allowed on items called out by brand name. King County reserves the right to reject or accept deviations to these specifications in accordance with its best interest. This clause supersedes paragraph 1-10, SUBSTITUTIONS of Bidding Instructions and Purchase Contract Conditions.

#### **D. INTENDED USE**

The vehicles will be primarily used for transporting refuse trailers between King County refuse transfer stations and the Cedar Hills Regional Landfill. The trailers will travel unloaded 50% of the time. The vehicles will be primarily operated on hard surface public roads, as well as semi-improved roads at the landfill site, with up to one mile traveled on the refuse lift, per trip. Travel on the refuse lift can be very harsh, muddy, uneven, etc. The vehicles will also be used, as needed, to transport equipment trailers, bottom dump trailers, tank trailers, etc.

Prospective offerors are encouraged to visit the area these vehicles will be operating to become familiar with the working conditions. Please contact Frank van der Linden, 206-205-7154, Mike Parker 206-205-7181 or Terry Brown 206-296-0481 for an appointment.

#### **E. SAFETY**

The vehicles as delivered, shall be constructed in compliance with all applicable local, Washington State and Federal regulations. The Long Haul Truck Tractors shall comply with all applicable Federal (O.S.H.A.) and Washington State (W.S.H.A.) safety regulations.

#### **F. STANDARD EQUIPMENT / DESCRIPTIVE MATERIALS**

The vehicle offered shall include all of the manufacturer's standard equipment for the model offered in addition to the items required by the specifications.

#### **G. DOCUMENTS TO BE SENT WITH VEHICLE**

The following shall be sent with each vehicle:

1. Manufacturer's Statement of Origin
2. Title Application
3. Certificate of Pre-delivery Service
4. Warranty
5. Operators Manual
6. Extended Warranty Certificates



H. DEALER IDENTIFICATION

Dealer's name shall not appear on the vehicle.

I. PRE-DELIVERY SERVICING.

1. Vehicles will not be accepted without repair of damage sustained during shipment. Wipers, lights, heater, etc. must operate. It shall be the Contractors responsibility to remedy any defects or shortages before delivery or acceptance of the equipment by King County.
2. Vehicles shall be delivered in "clean" condition to assure body "in transit" damage would be visible.
3. Pre-delivery service work shall be done locally, not at the factory.
4. The vehicles shall be delivered completely serviced, inspected and checked, in accordance with the following service requirements:
  - a. General appearance of interior and exterior for completeness and quality of workmanship.
  - b. Lubrication and fluid levels and correcting any leaks:
    - (1) Radiator.
    - (2) Battery.
    - (3) Engine oil.
    - (4) Hydraulic oil.
    - (5) Transmission oil.
    - (6) Differential.
  - c. Mechanical operation of equipment
    - (1) Steering.
    - (2) Seat belt operative.
    - (3) All locks and latches operative.
    - (4) Proper adjustments to all drive belts.
    - (5) Proper adjustment to engine fuel system, timing, and throttle linkage.
  - d. A check of all electrical operations to include:
    - (1) Interior and exterior lights.
    - (2) Temperature.
    - (3) Alternator.
    - (4) Oil pressure.
5. County personnel will inspect vehicle at the dealership/manufacture prior to final delivery to King County.

J. PARTS AND SERVICE

1. Service Capability:

To be eligible to award, offerors shall have facilities, skilled and trained personnel, equipment and parts available to completely service, maintain, overhaul and repair the vehicles offered within a fifty (50) mile radius of the delivery location. King County Solid Waste personnel will perform minor repairs, at the King County Solid Waste facility, 16645 228<sup>th</sup> Ave. SE. Maple Valley, WA 98038-6209. Indicate service facility below:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

2. Parts Availability:

The Contractor shall maintain an adequate stock of normal replacement parts and shall make deliveries within forty eight (48) hours when requested. The Contractor shall absorb all shipping costs to provide this 48-hour delivery of normal replacement parts.

3. Pricing:

The manufacturer and offeror shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities, and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities, effective with the date of such price reduction or increase to the general trade.

4. Downtime Assessment :

An assessment of \$ 100.00 per day, or part thereof, that exceeds the time periods stated below, will be assessed and used as a credit towards any parts purchased by the Solid Waste Division through the Contractor. This assessment shall remain in effect throughout the warranty period:

- a. Items normally covered under the extended engine, transmission, and rear end warranty: 5 days (120 hours)
- b. All other items: 3 days (72 hours)

Time is calculated, in whole hours, from the time the Contractor is notified by telephone of the problem, until the time the vehicle is returned to the Cedar Hills Regional Landfill ready to operate (excluding Saturday, Sunday, and holidays). For example, if the shop contacts the Contractor by telephone, on Thursday at 3:00 PM, of a unit with a broken exhaust stud, the unit shall be repaired and ready for normal operation, at the Cedar Hills Regional Landfill, by 3:00 PM the following Thursday (Tuesday if an alternator failure).

K. MAINTENANCE ITEMS LOCATIONS

1. Prior to award, the apparent low offeror shall meet, at the delivery location (with a vehicle similar that bid), and come to agreement with the Solid Waste Division on placement and location of the following items:

- a. Oil Filter
- b. Battery disconnect switch
- c. Primary and secondary fuel filter.
- d. Air dryer
- e. Air tanks
- f. PTO solenoids
- g. Fuel cooler

Failure to reach a no cost increase agreement will result in considering the bid non-responsive.

L. WARRANTY

1. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship. The warranty shall include all components of the vehicle regardless of whether these components were built by the vehicle manufacturer or outside supplier.

2. The basic vehicle warranty shall be 12 months/100,000 miles.
3. The basic engine and Brakesaver warranty shall be 24 months unlimited miles.
4. The basic transmission warranty shall be 36 months/300,000 miles.
5. The axles manufacturers shall provide a basic warranty of 36 months/300,000 miles.
6. King County may avail itself of the manufacturer's standard warranty if more beneficial to the County.
7. There shall be a clear and concise statement of the terms and conditions of the warranty including the period and extent of coverage for all defects in material workmanship and design.
8. Warranty Repair Costs:
  - a. Contractor shall furnish to King County Solid Waste Division no-charge invoices for all work performed under the warranty described in these specifications. Each invoice shall itemize parts used and show labor charges.
9. King County Solid Waste personnel will perform minor warranty repairs at Solid Waste's maintenance facility at 16645 - 228<sup>th</sup> Ave. S.E. Maple Valley, WA 98038-6209.
10. The Contractor shall submit copies of applicable warranties upon request by the County.

**M. TRAINING**

The following training shall be included in the bid price. Manufacturers approved factory training, conducted by professional instructor proficient in the operation of the vehicle, for minimum two (2) technicians. Training shall cover all unit systems, maintenance, troubleshooting and diagnosis. Training date and location shall be scheduled and confirmed prior to delivery of equipment.

**Training course outline shall be submitted with bid, no exceptions.**

1. Mechanic Training.
2. Driver Training: Four hours of driver training shall be provided in each of two weeks (two hours per week at the delivery site).

**5-2 TRADE-IN**

King County desires to trade-in the following equipment. If it is deemed to be in the County's best interest, this equipment may be retained by the County and the trade-in offer rejected. However, King County reserves the right to exercise the trade-in option until the new units are delivered, i.e. the trade-in will be part of the purchase order, but King County retains the right to delete the trade-in from the purchase order up to the time of delivery of the new units to King County.

The following used vehicles are presently located at the Solid Waste Division's Cedar Hills Regional Landfill, located at 16645 – 228<sup>th</sup> Ave. SE, Maple Valley, WA, 98038. All vehicles are normally on-site and parked by 5:30 PM daily. The maintenance records are available for review in the maintenance shop. Please contact Frank van der Linden, at 206-205-7154 for an appointment to view the vehicles and/or maintenance records.

The vehicles will remain in operation until time of trade-in. Trade-ins will be available for pick-up on a one-for-one basis, fourteen (14) days after delivery of each vehicle.

Trade-in condition: The trade-ins will be in operating condition and DOT legal, except there may be weeps and small leaks of fluids; additionally, the tires are to be considered scrap. A dyno test will be performed on these units at NC Machinery, Tukwila, WA. Any units not within Caterpillar's acceptable limits can be rejected as trade-ins. Body condition will be as at time of bid, with normal wear and tear until time of trade-in.

KC #	Year/Make/Model	Vin #	Mileage as of 01/06/2006	Trade-in Offered
ST217	1994 Volvo WCA 64T	4V1VDBCH 9RN673569	235497	\$
ST218	1994 Volvo WCA 64T	4V1VDBCH 0RN673573	233152	\$
ST219	1994 Volvo WCA 64T	4V1VDBCH 7RN673568	228059	\$
ST220	1994 Volvo WCA 64T	4V1VDBCH 3RN673566	210512	\$
ST221	1994 Volvo WCA 64T	4V1VDBCH 5RN673567	247043	\$
ST222	1994 Volvo WCA 64T	4V1VDBCH 5RN673570	260348	\$
ST223	1994 Volvo WCA 64T	4V1VDBCH 7RN673571	173889	\$
ST224	1994 Volvo WCA 64T	4V1VDBCH 9RN673572	241655	\$
ST225	1994 Volvo WCA 64T	4V1VDBCH 2RN673574	262821	\$
ST226	1994 Volvo WCA 64T	4V1VDBCH 4RN673575	391358	\$
ST246	1996 Kenworth T800B	TS727306	547797	\$
ST252	1996 Kenworth T800B	TS727312	531204	\$
<b>Total Trade-In</b>				<b>\$</b>

**Note:** ST223 is equipped with a Holland hydraulic elevating fifth wheel.

### 5-3 SPECIFICATIONS FOR TWELVE (12) OR MORE TRUCK TRACTORS

Minimum Specifications		State Compliance / Item Offered
<b>A. General:</b>		
1. GVWR: 56,000.lbs.		
a. Front Axle (all components except tires): 14,400 lbs.		
2. GCWR: 97,000 lbs.		
3. Wheelbase: 222 inches.		in.
a. Axles 1 - 4 : 20 ft - 06 in. (56,000 lbs. allowable)		
b. Axles 2 - 4 : 9 ft. - 06 in. (43,500 lbs. allowable)		
4. Cab to axle: 142 inches (approx.)		in.
5. Centerline of tandems to end of frame: as short as possible (62 in. max.) with fabricated ramps; see DRAWING "A"		in.
6. Centerline of tandems to mud flaps: 52 in. min. (53 in. max.)		in.
7. Minimum ground clearance:		
a. Engine cross member: 14 inches.		in.
b. Fuel tank: 13 inches.		in.
c. Brake cans: 10 in.		
8. Total height of the truck frame: 50 inches (51 inches max.) with 11R22.5 Goodyear tires.		

Minimum Specifications	State Compliance / Item Offered
9. Turning circle (max.), wall-to-wall diameter: 80 feet.	
<b>B. Frame:</b>	
1. Resistance to bending moment: 2,132,000 inch pounds.	
2. Crossmembers:	
a. Huck Bolted with gussets for rough service.	
b. Rear engine motor mount positioned so transmission can be removed without jacking up (supporting) the engine.	
3. Tapered at rear, per DRAWING "A"	
<b>C. Front Axle:</b>	
1. 14,400 lbs. capacity; oil seals, Stemco hubcap with plug. Hub piloted.	
<b>D. Front Springs:</b>	
1. Capacity: 14,400 lbs. combined.	
2. Taper leaf with front shock absorbers	
<b>E. Rear Suspension:</b>	
1. Kenworth Air Glide 460, Pete Air Trac, Freightliner FA2, or approved equal, air bag suspension with 46,000 lb. capacity, approved for off-road application ( <b>Note:</b> Neway, Holland and Hendrickson air suspension not acceptable), meeting the following (with 11R22.5 tires).	
a. Approved for Heavy Work (Off-Road) service.	
b. Clearance, air bag to ground: 16 in.	in.
c. Clearance under cross members: 14 in.	in.
d. Clearance under air cans: 10 in.	in.
Make/Model offered: _____	
<b>F. Lift Axle:</b>	
1. Watson Tru Track or Hendrickson HLUS, with axles 2 - 4: 9 ft. - 06 in. (43,500 lb. allowable); Stemco or approved equal, hub cap with rubber plug.	
2. Stops to hold tag axle 6 in. off of ground, in up position.	
3. Activation by toggle switch and shifting to reverse only.	
4. Toggle switch and air pressure gauge in cab; air pressure regulator and air pressure gauge outside cab.	
<b>G. Steering:</b>	
1. Wall to wall turning diameter: 80 ft. (max).	
2. Power steering: Ross TAS-85.	
3. Steering wheel with spokes in the lower half of the wheel.	

Minimum Specifications	State Compliance / Item Offered
<b>H. Front Bumper:</b>	
1. Full Width.	
2. Steel channel.	
3. Center tow pin.	
4. Illuminated bumper guides.	
5. Two fog lights, with bolt on rock screens.	
<b>I. Fifth Wheel:</b>	
1. Holland FW35-8001-T-3-L- 86 or Simplex, (24 in. slide), left hand pull. King pin position from +4 in. to +28 in.	
2. Air release	
3. Total height of the truck frame, 50 inches. (51 inches max) with 11R22.5 tires.	
<b>J. Drive Train:</b>	
1. Engine:	
a. Shall be Caterpillar C-15, full electronic, diesel engine. (ACERT)	
b. Torque: 1,850 lb-ft.	
c. Rated horsepower: 475HP.	
d. Caterpillar Brake Saver with selectable manual or automatic operation. Installation not to interfere with transmission removal.	
e. Electronic controls/Cat ECAD (Driver information center) with dash display, unit shall have a light dimmer switch.	
f. Oil drain, as far to rear as possible, also 1" pipe plug, elbowed down, near rear of oil pan.	
g. Oil filler located so oil can be added from ground level.	
h. Engine shall be EPA certified and compliant.	
2. Air Cleaner, as approved by engine manufacturer, under the hood, Donaldson, with air restrictor gauge.	
3. Exhaust System:	
a. Vertical stack, chrome. Top pipe 5-in. diameter.	
b. Height 13 feet, 2 inches above ground with curved end.	
c. High mounted exhaust under cab, above frame; can't rub frame.	
d. Vertical muffler and full length perforated muffler shield.	
4. Frame mounted exhaust at right rear cab corner.	
5. Oil filter: Full flow, mounted vertically right hand front, behind front axle.	

Minimum Specifications	State Compliance / Item Offered
6. Cooling System:	
a. Tube and fin type; radiator top and bottom tanks bolted.	
b. Non metallic automatic temperature controlling Fan.	
c. Shutterless cooling.	
d. Silicone hoses.	
e. Anti-freeze: Texaco long life # 7998 or approved equivalent (provide specifications with bid response).	
7. Clutch:	
a. Spicer Solo self adjusting, dual ceramic disc.	
b. Air cylinder assisted clutch.	
8. Transmission:	
a. Shall be Fuller Model FRO18210C with internal oil cooler.	
b. Main transmission rear support, or other mechanism to significantly reduce shift-lever "chatter" due to rough driving surfaces.	
c. Synthetic gear oil.	
9. Driveline:	
a. Dana/Spicer SPL or Meritor with the same spec's. Permanent lubricated and sealed drivelines, U-joints and Midship bearings.	
10. Rear End/Axle:	
a. Eaton/Dana/Spicer or Meritor, Tandem drive, 46,000 lbs. capacity, with Dana/Spicer or Meritor with the same spec's low maintenance system hub package.	
b. Driver controlled, Controlled Traction Differential, both axles; approximately 4.56:1 axle ratio; magnetic drain plugs; Heavy-duty breather (plug with vent tube); Synthetic gear oil.	
c. Interaxle differential lock out.	
d. Forged aluminum hubs.	
11. Wheels:	
a. 12 each, 22.5 x 8.25, aluminum, 10 lug, hub piloted, with Schraeder TR573, or approved equal, steel tubeless valve stems, 33 mm lug nuts.	
12. Tires:	
a. 8 each (drivers), 11 R22.5, LRH, Goodyear G177.	
b. 2 each (lift), 2.55 70R 22.5, LRH, Goodyear G159.	
c. 2 each (steering), 11R 22.5, LRH, Goodyear G287.	

Minimum Specifications	State Compliance / Item Offered
<b>K. Air Brake System:</b>	
1. Air Supply:	
a. Compressor: Bendix 15.8 CFM.	
b. Air Dryer: Bendix AD-9, mounted right hand front under hood.	
c. Main air tank with Expello drain valve with heater, mounted on air tank at low point.	
d. Air tanks mounted as high as possible and positioned so transmission filler plug can be removed and fluid level checked.	
2. Air Valves:	
a. Exhaust outside of cab.	
b. " T " in airline at drivers seat, install coiled air hose with nozzle to blow out dirt from inside of cab.	
3. Air Hoses:	
a. 15 ft. coiled.	
b. Suspended by hosetenna, curbside frame, front of lift axle.	
4. Service Brakes: (incl. lift axle)	
a. Meritor Q-Series brakes, S-Cam type, Meritor automatic slack adjusters with dust shields, rear brake cam shaft reinforcements, outboard mounted drums. Meritor X30 light weight brake drums on all axles.	
b. Front: 16-1/2 inch x 5 inch x 3/4 inch.	
c. Rear: 16-1/2 inch x 7 inch x 3/4 inch.	
d. Lift: 15 inch x 4 inch x 3/4 inch.	
e. Meritor or Bendix Anti-lock brakes: 6S6M; set up for trailers both with and without ABS brakes. ABS brake on/off Highway switch as an option. Automatically comes on over 25 mph)	
f. Parking Brakes on both driver axles, Anchor Lock, Life Seal spring brake, mounted as high as possible.	
<b>L. Electrical System And Wiring:</b>	
1. Starter: Denso 12 volt, with overstart protection.	
2. Alternator: Delco 35-SI, brushless, 12 volt with dump load protection, 135 amps.	
3. Batteries:	
a. Three (3) 12 volt, heavy duty, battery set up, 1875 combined CCA.	
b. Battery box with drain holes; outside cab, roadside, as close to starter as possible.	
4. Wiring:	
a. Wires individually coded.	



Minimum Specifications	State Compliance / Item Offered
b. Terminals: Crimped lug type on threaded terminal post or plug in wire harness connectors.	
c. Separate wiring for turn signal lights and emergency flashers.	
d. All exterior wires shall be adequately protected and hermetically sealed.	
e. Whenever possible, individual wires shall be grouped into harnesses and properly supported on rigid members to prevent abrasion and flexural failure.	
f. Separate circuits: Wired such that a short in trailer marker lights will not affect the headlights.	
g. Jump start terminal on road side, behind cab above work platform. Shall be accessible.	
h. Trailer electrical lead, blue, 15 ft. long, with male plugs with socket mounted horizontally behind cab, per <b>Drawing "B"</b> ).	
(1) Primary: 7-way, per drawing "C", SAE J-560 connector.	
(2) Secondary: 7-way, per drawing "C", ISO 37-31 connector with reversed pin. <b>Contractor supplies the cord, King County will hook up the wiring. Part #: Philips 31-9923.</b>	
i. Battery disconnect switch, in cab, roadside, accessible.	
j. 12 volt terminal (for later CB hookup), above windshield; also coax cable for CB antenna from curbside mirror bracket to terminal location.	
k. Door entry light below both doors, if available. Courtesy lights on both doors.	
<b>M. Exterior Lights:</b>	
1. Head Lights:	
a. Standard halogen sealed assemblies, or composite assemblies with replacement bulbs.	
2. Turn Signals:	
a. Front: Mirror mounted or cab side mounted, double-faced, 1 wire lead-in, in addition to normal signals.	
b. Rear: L.E.D. Truck-Lite # 44030 R.	
3. Marker Lights, as required to meet regulations.	
4. Tail lights L.E.D. Truck-Lite # 44030 R, inboard and below frame.	
5. Front bumper: Two (2) fog lights with bolt-on rock guards.	
<b>N. Cab And Hood:</b>	
1. Cab: Fiberglass and aluminum cab with corner windows. Steel cab not acceptable.	
a. Doors: Peeper safety window in curbside door.	
b. Front windshield: 1-piece, curved glass, tinted, 18-inch height with external visor.	

Minimum Specifications		State Compliance / Item Offered
c.	Rear cab windows: 17 inches x 36 inches, and two ( 2 ) corner windows (17.5"x16"), factory installed.	
d.	Driver and passenger door window, remote operation. (Power windows)	
e.	Tilt, telescopic steering wheel.	
f.	Air suspension, Cab Mate or approved equal.	
g.	Inside measurements cab:	
	(1) Head room: Floor to ceiling 61 inches. Measured at back of seat.	
	(2) Knee space: From dash, to front of seat 17 inches. Measured with seat in back position.	
	(3) Dash to rear cab wall, at driver's knee height 44 inches.	
h.	Seats:	
	(1) Driver's: National, intermediate back, passive air lumbar supports, Modura fabric, retractable seat belt, inboard and outboard arm rests.	
	(2) Passenger seat with fabric insert; storage box under seat.	
i.	Windshield Wipers:	
	(1) Electric, with intermittent control.	
	(2) Windshield washers, with fluid storage outside cab.	
j.	Air Conditioning/Heater:	
	(1) Best available, capacity to maintain inside temperature of 70 degrees Fahrenheit, with ambient air temperature of 100 degrees Fahrenheit.	
	(2) Heater with fresh air, and recirculation air intake, and cab fresh air intake filter.	
2.	Accessories:	
a.	Interior lighting, 3 dome lights or approved equivalent, with switches; also adequate interior lighting so dashboard switch identification tags are clearly readable. With map lights over each door.	
b.	Dual sun visors, in cab.	
c.	AM/FM radio with CD player and two cab speakers.	
d.	Heater water shut-off valves on engine.	
e.	Mirrors, two ( 2 ) each, heated, 7 inch x 16 inch, stainless steel moto-mirror both sides; 2 each, heated, 8-inch convex mirror, both sides. Cab mounted.	
f.	Mirror brackets for 102 inch width trailer.	
g.	Bug shield - clear.	
h.	Air horn, two ( 2 ) on top of cab.	

Minimum Specifications		State Compliance / Item Offered
i.	Spotlight, roadside, cab mounted, adjustable from inside cab; 360 degree rotation.	
j.	Hand hold along driver and passenger door, on side and over top.	
k.	Record compartment, back of cab.	
l.	Removable rubber floor mats. Floor mats set part #: 2200210.	
m.	Room to mount CB (Compartment) above center front windshield. Antenna shall be mounted on left hand outside mirror frame.	
3.	Instruments: (Mounted on the dash and grouped for easy view by the driver)	
a.	Oil pressure gauge.	
b.	Low oil pressure warning light and buzzer.	
c.	Water temperature gauge.	
d.	High water temperature warning light.	
e.	Low coolant level light and buzzer.	
f.	Volt Meter.	
g.	High beam indicator light.	
h.	Two ( 2 ) turn indicator lights.	
i.	Fuel gauge.	
j.	Differential interlock indicator light.	
k.	4 wheel lockup indicator.	
l.	PTO indicator light.	
m.	Lift axle air pressure gauge.	
n.	Air pressure gauge.	
o.	Air application pressure gauge.	
p.	Low air pressure warning light.	
q.	Retarder air pressure gauge, 0 - 60 psi; also oil temperature gauge.	
r.	Speedometer/Odometer.	
s.	Tachometer.	
t.	Fifth wheel air release system control.	
u.	ABS brake on/off Highway switch.	
v.	Pyro-meter.	
4.	Actuating Controls: (Within easy reach of the driver)	
a.	Trailer brake hand control valve and tractor protection valve, mounted on steering column with exhaust outside cab.	

Minimum Specifications	State Compliance / Item Offered
b. Differential interlock. (between axles)	
c. Differential lockout (within the axle), guarded switch; one ( 1 ) switch for each axle.	
d. Light switches.	
e. Emergency parking brake.	
f. Fifth wheel control valve, guarded switch.	
g. Manual fan switch.	
h. PTO toggle switch, guarded, dash mounted, roadside of steering column. <b>Note:</b> PTO controlled by engine electronics.	
i. Hydraulic Retarder lever, mounted on steering column.	
j. Covered toggle switch for rear trailer door (on dash) wired into the blue pigtail wire.( Safety latch switch for doors older trailers, and Belly-dump trailer)	
k. Drop axle toggle switch in cab.	
l. Air suspension dump valve.	
m. Trailer floor switch. Contractor shall install the switch, <b>King County will wire the switch.</b>	
n. Trailer door switch, 3 way self centering. Contractor shall install the switch, <b>King County will wire the switch.</b>	
5. Hood:	
a. High driver visibility, aerodynamic "sloped nose" hood.	
b. Fiberglass hood and fender assembly with vibration dampeners at attachment points to frame and hood support pads mounted on firewall.	
c. Forward easy tilt, one piece hood.	
d. Bug screen inside front grill.	
<b>O. Fuel System:</b>	
1. Fuel Tank:	
a. 120 gallons. Mounted on right hand side under cab.	
b. Standpipe fuel pickup and return.	
2. Fuel cooler mounted lower Radiator area.	
3. Secondary fuel Filter.	
4. Primary fuel filter mounted vertically.	
5. Hand operated fuel priming pump.	
<b>P. Accessories:</b>	
1. Back-up Alarm, fixed, 87dB.	
2. Load Lights, Two ( 2 ) each pedestal mounted, rear of cab. One ( 1 ) switch to operate both lights.	

Minimum Specifications	State Compliance / Item Offered
<b>Q. Rear Frame Access Package:</b>	
1. All walking surfaces shall be 1-1/2 inches deep, steel Grip Strut safety deck, reinforced as necessary; all sections removable.	
2. Walk around platform, from cab to fifth wheel assembly. (all uniform height)	
a. Roadside: 31 inches out from frame with front corner, 3-inch radius.	
b. Curbside: to outside of frame to 24 in. behind cab, 31 inches out from frame, on back to fifth wheel assembly.	
3. Tire chain carrier hooks, under deck.(hooks similar to King County truck ST 304)	
4. Turn signals, L.E.D, on side (middle) of work platform also shall light up as marker lights, rear; left turn signal wired to YELLOW pigtail wire, right turn signal wired to GREEN pigtail wire.	
5. Fifth wheel puller holder: 1-1/2 in. x 3 in. rect. Tube at back of hydraulic tank with 1 in. rect. tube vertically for hammer. (top 12 in. above work deck)	
6. Storage box, aluminum, 12 in. deep, 18 in. wide, 18 in. high; Sloped hinged lid with overlapping edges, mounted on work platform accessible from curbside. Location: as far forward as possible.	
<b>R. Steps, For Access To Cab:</b>	
1. Driver steps:	
a. Steps 1 and 2 shall be of uniform rise, 19 inches maximum; rise from step 2 to floor of cab not to exceed this rise.	
b. Step 1 shall extend 6 inches out from step 2.	
c. Step depth: 7 inches.	
d. Step width: 30 inches.	
2. Passenger steps:	
a. Step width: 18 inches.	
<b>S. Mud Flaps:</b>	
1. 18 inch, in front of lift axle.	
2. 22 inch, behind drive axles, Betts holder; mud flaps 52 in. - 53 in. behind driver centerline.	
3. Behind steering tires.	
<b>T. Fenders:</b>	
1. Lift axle: Rounded 1/2 fender, 2 inches max above frame, formed 3/16 in. aluminum plate.	
2. Drive axles: Rounded 1/2 fender, formed 3/16 in. aluminum plate. For front drive axle; top of fender 1 in. above top of 5th wheel slide rail.	

Minimum Specifications	State Compliance / Item Offered
<b>U. Paint:</b>	
1. Cab: one standard solid color, exterior and interior color will be selected at time of award.	
2. Frame: black.	
3. Bumper: black.	
<b>V. Hydraulic Wet Kit:</b> A complete operating system including the following (compatible with transmission); location, layout shall be approved prior to installation:	
1. PTO: Shall be, Chelsea Hot Shift # 230XKAJX-P3XK, controlled by engine electronics, bottom mount, with metric stud kit.	
2. Commercial pump, direct mounting, # P350.	
3. Hydraulic tank, steel, 50 gallon (maximum height 12 inches below rear cab window). System shall include sight gauge, bolt-on tank access plate, suction strainer; Schroeder magnetic filter Model SKB-Z, 50 gpm; dual LHA filters (filters mounted downward on back of tank), with restriction indicator in return line. Gate valve in accessible location on tank outlet. Tank shall be mounted 9 inches from cab, measured at top of tank. Tank shall be pressure checked before delivery.	
4. Pressure relief valve mounted in accessible location, next to the hydraulic tank. (Griesen RPL-16-A or equal)	
5. All hoses 3,000 psi, routed, per Drawing B, to frame-mounted bracket. Hydraulic fittings at bracket shall accept JIC female swivel from 11 foot long hoses that connect to trailer as described below:	
a. Hose a: 1-inch hose with Snap Tite, Male, 61N16.	
b. Hose b: 1-inch hose with Snap Tite, Female, 61.	
6. Storage tubes and Hosetenna per Drawing B.	
<b>Note:</b> The vehicle as delivered to King County shall have a complete operating system. (The hydraulic control valves are located on the front of the trailers).	
<b>W. Safety Devices:</b>	
1. The vehicle shall be equipped with all necessary safety devices as required by local, Washington State and Federal regulations including fire extinguisher, reflector kit and first aid kit.	
a. Fire extinguisher mounted driver's side, next to the hydraulic tank.	
b. Maximum noise level, at driver's ear, with stationary vehicle at 2,000 rpm: 76dB; 66dB at idle.	
<b>X. Operating and Maintenance Manuals:</b> The Contractor shall furnish copies as specified below, for the total order, within 30 days of delivery of the first unit, the following:	
1. Operator's Manual: One (1) per unit, giving full and complete information and instructions on operation of the vehicle.	

Minimum Specifications	State Compliance / Item Offered
2. Service Manual: Three (3) only, giving detailed instructions for the maintenance and repair/major overhaul of all components of the vehicle, including electrical and pneumatic diagrams (schematic and actual) with proper identification in relationship to the "as-built" condition on the vehicle, including preventative maintenance schedules and procedures for components subject to heavy wear.	
3. Parts List: Three (3) only, identifying all vehicle components including all purchased items. This identification shall be by nomenclature and description of exploded-view drawing related to the vehicle manufacturer's part. A cross-reference chart indicating the OEM part number in case of standard available items, the size, type, style, etc. shall be furnished.	
4. Parts Catalog: Three (3) only, identifying components, including all purchased items.	
Y. <b>Automatic Lubrication System:</b>	
1. "Groeneveld" Tri-Plus automatic truck lubrication system capable of utilizing #2 grease. Units shall be equipped with a follower plate above the level of the grease and a clear reservoir. Unit shall have, an indicator warning light, mounted at the back of the battery box.	
2. The "Groeneveld" dealer shall provide four (4) hours of training for shop personnel, follow-up inspections, and system adjustments.	
3. Minimum warranty 1 year, including parts labor and workmanship.	

## SECTION 6 - PRICING

Item No.	Estimated Quantity	Description	Bid Price Each	Total
1.	12 each	Truck Tractor, Long Haul, 56,000 lb GVWR YR/Make/Model _____ _____	\$ _____	\$ _____
2.	1 lt.	Trade-in (from paragraph 5-2)	(\$ _____)	(\$ _____)

**Total Bid Price** \$ \_\_\_\_\_

### Options:

(All options must be bid and may be used in bid evaluation)

- |    |   |              |
|----|---|--------------|
| 1. | Extended Warranty, Engine and Brakesaver, 60 months/400,000 miles | \$ _____ ea. |
| 2. | Extended Warranty, Transmission, 60 months/500,000 miles          | \$ _____ ea. |
| 3. | Extended Warranty, Axles, 60 months/750,000 miles                 | \$ _____ ea. |

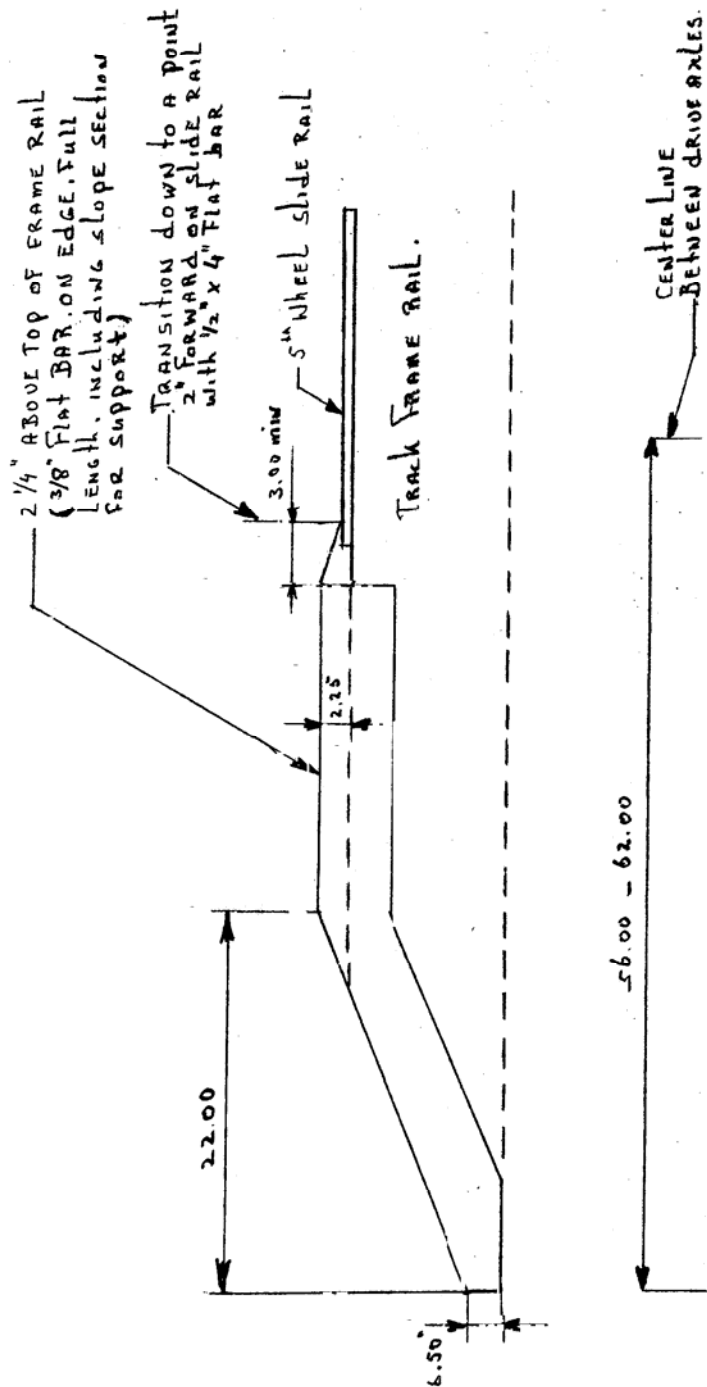
**Note:** King County reserves the right to purchase all, any or none of the options.

### Dealer recommended options:

1.	Add: \$ _____ Add'l Wt: _____ lb
2.	Add: \$ _____ Add'l Wt: _____ lb
3.	Add: \$ _____ Add'l Wt: _____ lb
4.	Add: \$ _____ Add'l Wt: _____ lb
5.	Add: \$ _____ Add'l Wt: _____ lb

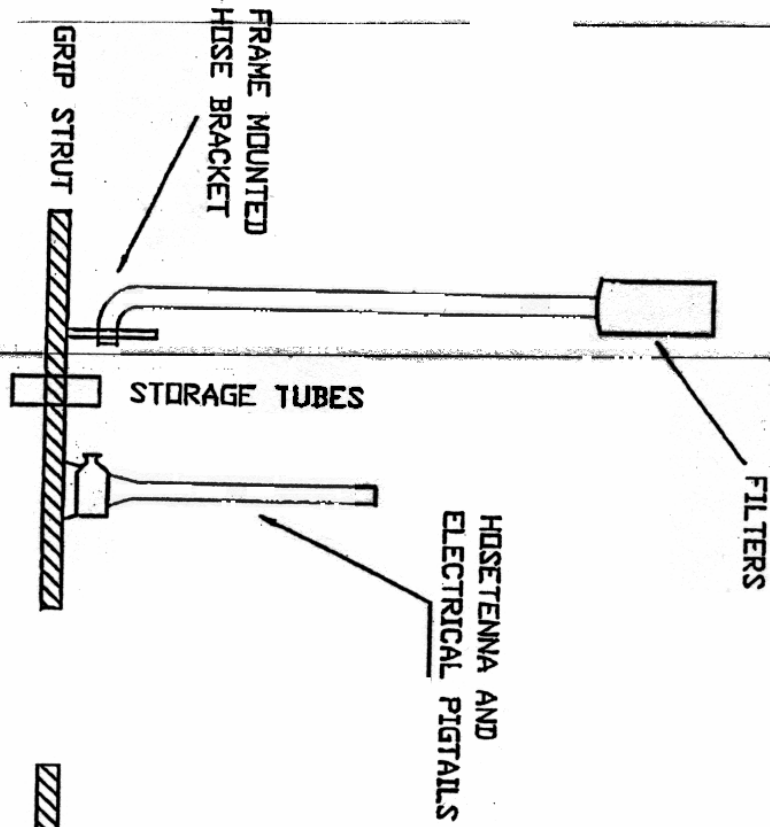


TRUCK DRAWING "A"  
TAPER AT REAR OF TRUCK FRAME  
MATERIAL 6" x 4" x 7/16" STRUCTURAL ANGLE

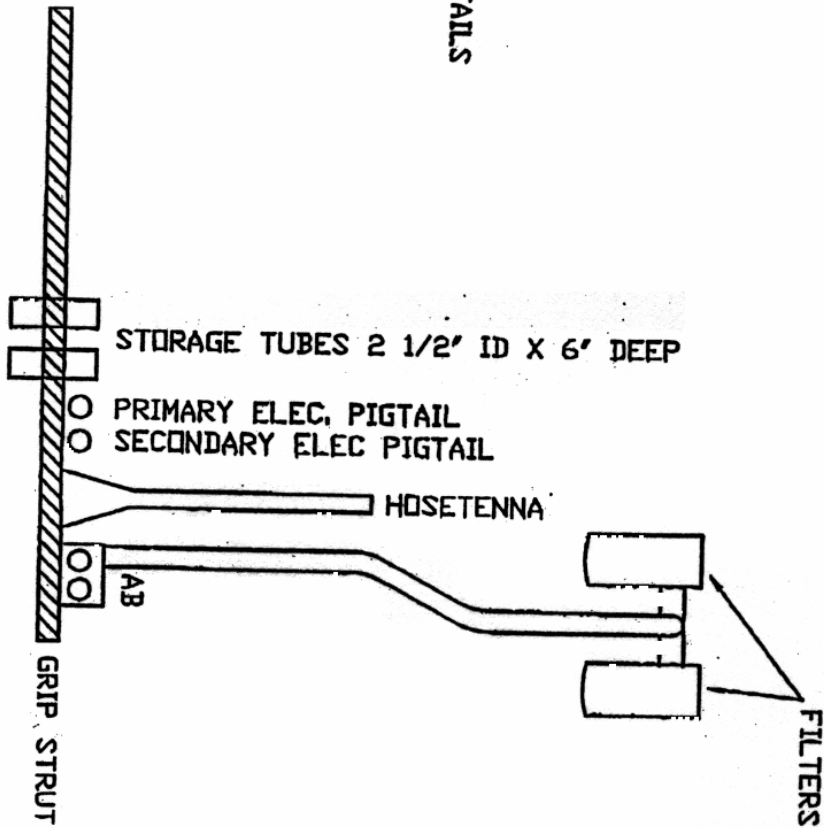


DRAWING "B"  
WET KIT HOSES, ECT

ROADSIDE VIEW



REAR VIEW



## Drawing "C"

### Primary Pigtail

Green Wire: Right turn light

Red Wire: Brake light

Yellow Wire: Left turn light

Blue Wire: Door valve

Black Wire: Marker, tail lights

Brown Wire: Back-up alarm

White Wire: Ground

### Secondary Pigtail (King County will hook-up the wiring)

Green Wire: Trailer door up.

Red Wire: Not used.

Yellow Wire: Trailer door down.

Blue Wire: ABS power. Multiplex warning light.

Black Wire: Trailer floor.

Brown Wire: Trailer "ID" GPS.

White Wire: Ground



**King County**

**ATTACHMENT A**  
**INVITATION TO BID IT13026-AAB**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at 206-205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business

\_\_\_\_\_  
SEDB Certification Number

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number

### Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT13026-AAB
	<b>Bid Title</b> Truck Tractor, Long Haul, 56,000# GVWR
	<b>Due Date</b> _____ <b>Vendor</b> _____